

Exhibit C

From: McCarten, Timothy (DC)
Sent: Thursday, May 18, 2023 1:29 PM
To: 'Wolf, Lesley (USADE)'; Hudson, Carly (USADE)
Cc: Christopher Clark; Salerno, Matthew (NY); McManus, Brian (BN)
Subject: RE: In re Grand Jury Subpoenas 19-3-LFWS-V-176 - 179 - CONFIDENTIAL
Attachments: 2023.05.18 Agreement (PRELIMINARY DRAFT - CONFIDENTIAL).docx; 2023.05.18 Agreement (PRELIMINARY DRAFT - CONFIDENTIAL).pdf

CONFIDENTIAL

SUBJECT TO FRE 408, FRE 410, AND FED. R. CRIM. P. 11(f)

Lesley and Carly,

Per your discussion this morning with Chris, attached please find an initial draft of a Non Prosecution Agreement (with an initial draft Statement of Facts at Attachment A).

We are sharing the enclosed draft document as a confidential settlement communication, for the purpose of facilitating further discussions about the contours of a possible resolution. The enclosed draft is both preliminary in nature and subject to change. We are sharing it with you on the understanding that there will be opportunities for both sides to review and revise the document, and we expressly reserve the right to supplement or amend.

As I understand Chris communicated to you this morning, the enclosed draft has not been reviewed by our client. Nothing in the enclosed draft is to be construed as an admission by our client.

Consistent with the above, the enclosed draft is protected by Federal Rules of Evidence 408 and 410, as well as Federal Rule of Criminal Procedure 11(f), and neither the content of the enclosed draft nor the fact of its transmission can be used to prove or disprove the validity of a disputed claim or to impeach Mr. Biden by a prior inconsistent statement or a contradiction. Mr. Biden does not intend to waive any such privileges in this transmission or in any other correspondence with the Department, and any such waivers should be construed as inadvertent.

Best,
Tim

Timothy H. McCarten

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PRELIMINARY DRAFT – 05/18/2023

**For Discussion Purposes Only – Subject to Review and Revision By Both Sides
Subject to FRE 408, FRE 410, Fed. R. Crim. P. 11(f), and All Similar Rules of Federal and State Law**



U.S. Department of Justice
United States Attorney
District of Delaware

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P. O. Box 2046 (302) 573-6277
Wilmington, Delaware 19899-2046 FAX (302) 573-6220

[MONTH] [DAY], 2023

Via Electronic Mail

Christopher J. Clark, Esq.
Clark Smith Villazor LLP
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New York, NY 10019

Brian C. McManus, Esq.
Matthew S. Salerno, Esq.
Timothy H. McCarten, Esq.
Latham & Watkins LLP
555 Eleventh Street, NW
Washington, DC 20004

Re: Robert Hunter Biden and Owasco P.C. – Non-Prosecution Agreement

Dear Counsel:

As you know, the United States Attorney's Office for the District of Delaware and the United States Department of Justice, Tax Division have been investigating your client, Robert Hunter Biden, and his affiliated businesses, including but not limited to Owasco P.C. ("the affiliated businesses") in regard to possible federal criminal tax violations, including but not limited to the Internal Revenue Code, Title 26, United States Code, Sections 7201 (tax evasion); 7203 (willful failure to file a return or pay tax); 7206(1) (filing a false return); 7206(2) (assisting in the preparation of a false tax return); and related potential criminal violations of Title 31, Report of Foreign Bank and Financial Accounts. As you likewise know, the United States Attorney's Office for the District of Delaware has been investigating your client, Robert Hunter Biden, in regard to additional possible criminal violations of federal law, including but not limited to Title 18, United States Code, Sections 922(g)(3) (possession of a firearm by an unlawful drug user or addict); 922(a)(6) (material false statement to a firearm dealer in connection with the purchase of a firearm); and 924(a)(1)(A) (false statement to a licensed firearm dealer). After careful consideration of Robert Hunter Biden's conduct and all of the surrounding circumstances, the United States hereby extends this Non-Prosecution Agreement (the "Agreement") to Robert Hunter Biden and Owasco P.C. per the following terms and conditions:

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1. Term of the Agreement. The term of this Agreement shall begin on the date of signing this agreement and shall expire on January 19, 2025, unless there is a breach as set forth in paragraphs 4 and 5. Obligations hereunder survive the term of this Agreement only where this Agreement expressly so provides.

2. Acknowledgment of Facts. Robert Hunter Biden (individually and on behalf of Owasco P.C.) acknowledges and agrees that the Statement of Facts as set forth in Attachment A, is truthful and accurate.

3. Undertakings of Mr. Biden. It is understood that during and under the terms of this Agreement, Robert Hunter Biden shall:

a. Not purchase, possess, or attempt to purchase or possess, or otherwise come into possession of, a firearm (as that term is defined by Title 18, United States Code, Section 921(a)(3)), during the term of this Agreement or at any time thereafter.

b. Pay or cause to be paid (to the extent not already paid) to the IRS, before the expiration of this Agreement, all outstanding federal income tax, penalties, and interest owed by Robert Hunter Biden and Owasco P.C. for calendar years 2014 through 2022, inclusive. The amounts due by Robert Hunter Biden and Owasco P.C. for those tax years will be determined by the United States Department of Justice, Tax Division, and specified in a document to be shared between the parties to this Agreement.

c. During the term of this Agreement and for five (5) years thereafter, timely file federal income tax returns, and timely pay or cause to be paid all federal income tax owed to the IRS in connection therewith, in all cases subject to duly-authorized extensions.

4. Violation of Agreement.

a. Robert Hunter Biden (individually and on behalf of Owasco P.C.) agrees that a knowing failure to abide by or fully perform any of the terms, promises, or agreements set forth in this Agreement shall constitute a breach of this Agreement.

b. If the United States determines that Robert Hunter Biden or Owasco P.C. committed a knowing material breach of this Agreement, the United States shall provide Robert Hunter Biden with written notice of this preliminary breach determination. Within thirty (30) calendar days from the date of the United States' written notice, Robert Hunter Biden shall have the right to make a presentation to the United States or its designees to demonstrate that no breach has occurred, or to the extent applicable, that the breach was not a knowing or material breach or that the breach has been cured. If Robert Hunter Biden elects to make a presentation, then the United States shall thereafter provide written notice to Robert Hunter Biden of the United States' final determination regarding whether a breach occurred within thirty (30) days of the presentation. If Robert Hunter Biden elects fails to make a presentation within the thirty (30) day time period, then the initial notification will become the United States' final determination.

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c. If the United States makes a final determination that Robert Hunter Biden or Owasco P.C. made a knowing and material breach of this Agreement, then the United States may elect from the following remedies depending on the nature and seriousness of the breach:

i. **Remedy 1** – The United States may give the breaching party a specific time period in which to remedy the breach. If the United States determines that the breaching party has failed to remedy the breach during the specified time period, then the United States may elect Remedy 2 below.

ii. **Remedy 2** – The United States may prosecute the breaching party for any federal criminal violation of which the United States has knowledge, including crimes related to the conduct set forth in the Statement of Facts (Attachment A); perjury; and obstruction of justice; and any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement for Robert Hunter Biden (individually and on behalf of the affiliated businesses) to agree to be subject to the jurisdiction of, and venue in, the United States District Court for the District of Delaware for any such prosecution.

d. It is the further intent of this Agreement for Robert Hunter Biden (individually and on behalf of Owasco P.C.) to waive all defenses based on the statute of limitations and the Speedy Trial Act (18 U.S.C. § 3161) with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

e. Robert Hunter Biden (individually and on behalf of Owasco P.C.) further agrees to the tolling of any applicable statute of limitations from the date this Agreement is signed until the terms of this Agreement are fulfilled.

5. **No Repudiation or Contradiction of Statement of Facts.** Robert Hunter Biden (individually and on behalf of Owasco P.C.) agrees that he shall not, himself or through any agent or representative, make any statement, in litigation or otherwise, repudiating or contradicting the Statement of Facts associated with this Agreement (Attachment A). Any contradictory statement by Robert Hunter Biden or Owasco P.C., or by an agent for Robert Hunter Biden or Owasco P.C., shall constitute a violation of this Agreement. If such contradictory statement is determined by the United States to constitute a knowing material breach of this Agreement, then the breaching party shall be subject to prosecution for the conduct as described in the Statement of Facts (Attachment A), and waives the right to contest or object to the facts set forth therein. The decision as to whether any contradictory statement will be imputed to Robert Hunter Biden or Owasco P.C. for the purpose of determining whether Robert Hunter Biden or Owasco P.C. committed a violation of this Agreement shall be at the sole discretion of the United States. Upon the United States reaching a determination that a contradictory statement has been made by Robert Hunter Biden or Owasco P.C., the United States shall promptly notify Robert Hunter Biden (individually or on behalf of Owasco P.C.) in writing, and Robert Hunter Biden and Owasco P.C. may avoid a breach of this Agreement by repudiating the statement in question both to the recipient of the statement and to

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the United States within seven (7) days after Robert Hunter Biden's receipt of notice. Robert Hunter Biden (individually and on behalf of Owasco P.C.) consents to the public release by the United States, in its sole discretion, of any repudiation.

6. **Public Record.** Robert Hunter Biden and the United States agree that upon execution of this Agreement, the Agreement and the associated Statement of Facts (Attachment A) shall be a matter of public record. Moreover, Robert Hunter Biden (individually and on behalf of Owasco P.C.) agrees to waive any and all statutory rights afforded to him under 26 U.S.C. § 6103, solely insofar as 26 U.S.C. § 6103 pertains to the public disclosure of information contained in the Statement of Facts.

7. **Agreement Not to Prosecute.** The Department of Justice agrees not to criminally prosecute Robert Hunter Biden and the affiliated businesses (namely: Owasco P.C.; Owasco LLC; and Skaneateles LLC): (a) for any federal crimes arising from the conduct generally described in the attached Statement of Facts (Attachment A); or (b) for any other federal crimes relating to matters investigated by the United States. This Agreement does not provide any protection against prosecution for any future conduct by Robert Hunter Biden or the affiliated businesses.

8. **Totality of this Agreement.** This Agreement sets forth all of the terms of the Non-Prosecution Agreement between the United States and Robert Hunter Biden (individually and on behalf of Owasco P.C.). It constitutes the complete and final agreement between the United States and Robert Hunter Biden (individually and on behalf of Owasco P.C.) in this matter. There are no other agreements, written or otherwise, modifying the terms, conditions, or obligations of this Agreement. No future modifications or additions of this Agreement, in whole or in part, shall be valid unless they are set forth in writing and signed by the United States, Robert Hunter Biden, and Robert Hunter Biden's counsel.

Sincerely,

[SIGNATURE BLOCK FOR THE UNITED STATES]

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AGREED AND CONSENTED TO:

Robert Hunter Biden

Date

Robert Hunter Biden
on behalf of Owasco P.C.

Date

APPROVED:

Christopher J. Clark
Clark Smith Villazor LLP
Attorney for Robert Hunter Biden and Owasco P.C.

Date

Brian C. McManus

Date

Matthew S. Salerno
Timothy H. McCarten

Latham & Watkins LLP
Attorneys for Robert Hunter Biden and Owasco P.C.

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ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Non-Prosecution Agreement (the “Agreement”) between the United States and Robert Hunter Biden (individually and on behalf of Owasco P.C.). Robert Hunter Biden (individually and on behalf of Owasco P.C.) hereby agrees and stipulates that the following information is true and accurate.

1. In or around October 2018, in the District of Delaware, Robert Hunter Biden knowingly possessed a firearm while then an unlawful user of a controlled substance.

2. In calendar years 2017 and 2018, Robert Hunter Biden was a U.S. citizen and earned income from U.S. sources. At all times relevant to this Statement of Facts, Robert Hunter Biden knew that he had legal duties to file an income tax return and to pay federal income taxes, in relation to both 2017 and 2018.

3. In calendar years 2017 and 2018, Owasco P.C. was an entity organized under the laws of the District of Columbia, and earned income from U.S. sources. At all times relevant to this Statement of Facts, Robert Hunter Biden, including in his capacity as agent of Owasco P.C., knew that Owasco P.C. had legal duties to file an income tax return and to pay federal income taxes, in relation to both 2017 and 2018.

4. In or around February 2020, Robert Hunter Biden filed individual federal income tax returns for calendar years 2017 and 2018.

5. In or around February 2020, Owasco P.C. filed corporate federal income tax returns for calendar years 2017 and 2018.